certain typewritten words. To prove the alteration was made on defendant's typewriter specimens of typewriting made on his machine were introduced in evidence. Experts upon comparing the disputed writing with one of these standards of comparison pointed out thirteen defects and peculiarities which were common to both. The plaintiff then called a university professor of mathematics and asked him to state according to the law of mathematical probabilities the chance or probability of these defects being reproduced on any other typewriter than the defendant's. He testified the chance was one in 4,000,000,000. *Held* (SEABURY, J., dissenting) that this was reversible error, that the statement was not based on observed data and was purely speculative. *People* v. *Risley* (N. Y. 1915) 108 N. E. 200.

Whether a witness offered as an expert has the knowledge and experience necessary to qualify him to give an opinion, where opinion is admissible, is in the first instance a question for the court. *Sarle* v. *Arnold,* 7 R. I. 582; *Dole* v. *Johnson,* 50 N. H. 452. And since the function of the expert is to reason for the jury in matters which they do not understand, his services are unnecessary where the facts can be fully placed before the jury and are understood by them. In such cases the court will not allow the expert to usurp the functions of the jury. *Koccis* v. *State,* 56 N. J. L. 44; *Bouthet* v. *International Paper Co.,* 75 N. H. 581; CHAMBERLAYNE, EVIDENCE, § 2377. Nor is an expert necessary where it appears that his opinion enters the field of conjecture and speculation, for the judgment of an expert must be more than a mere quess. *Anonymous,* 37 Miss. 54, 58; *Duckworth* v. *Watsonville Water & Light Co.,* 158 Cal. 206; *McKeone* v. *Barnes,* 108 Mass. 344; *Lewis* v. *Bell,* 109 Mich. 189; *Michaud* v. *Grace,* 122 Mich. 305. The admissibility of evidence based on the law of mathematical probabilities does not appear to have been ever before directly ruled on. In the *Howland Will Case* reported in 4 AMER. LAW REV. 625, such evidence was permitted but no review of its admissibility was had, the case having been disposed of on another point. *Robinson* v. *Mandell,* Fed. Cases No. 11959, 3 Cliff. 169. The soundness of excluding evidence of probability which is not based on observed data does not seem open to question. Certainly the life and liberty of a person ought not to be subjected to the speculative opinion of experts, especially since, as stated by WHARTON, "It is very curious how often the most acute and powerful intellects have gone astray in the calculations of probabilities." WHART. CR. EV. (10th ed.) 21.

FACTORS.—BAILOR'S RIGHT TO RECLAIM PROPERTY.—X Company was a factor selling pianos for Y Manufacturing Company under a contract to that effect. The plaintiff as receiver of Y Manufacturing Company, sent a carload of pianos to X Company, according to the contract. X Company gave a bill of sale of them to one of its creditors to secure a pre-existing debt. This creditor sold them to defendant company, a bona fide purchaser for value. Plaintiff brought action to recover these pianos from defendant. *Held,* that defendant's vendor had no title so could transfer none to defendant. *Norris* v. *Boston Music Co.,* (Minn. 1915) 151 N. W. 971.

The general rule is that in the absence of statute, a principal who is not

indebted to his agent or factor cannot be deprived of his title to property by a pledge thereof by the agent or factor for the latter's private use or benefit; and so, though the agent or factor has possession and apparent ownership, no right or title passes to the pledgee and the true owner can recover his property. *Wright* v. *Solomon,* 19 Cal. 64; *McCarthy* v. *Crawford,* 238 Ill. 38; *Wyckoff* v. *Davis,* 127 Ia. 399; *Pemberton* v. *Price, Etc., Piano Co.,* 144 Ky. 518; *Loring* v. *Brodie,* 134 Mass. 453; *Union, Etc. Bank* v. *Gillespie,* 137 U. S. 411. This rule would prevent the creditor of X Company from obtaining any title, as there was no statute governing, nor did it appear that Y Manufacturing Company was indebted to X Company. The question then arises: Does a bona fide purchaser for value from such creditor obtain a good title? The general rule is that no one can get a title to chattels from a person who himself has no title to them. *Fawcett* v. *Osborn,* 32 Ill. 411; *Miller Piano Co.* v. *Parker,* 155 Pa. 208; *Leigh Bros.* v. *Mobile & O. R. Co.,* 58 Ala. 165. The court found that the plaintiff had done nothing to create an estoppel against him, so the general rule just stated applied. On this point the court said, "This is true because one who purchases from a factor in consideration of a pre-existing debt or in part consideration of a pre-existing debt and barter or exchange acquires no title, and having no title can pass none." In an article in 80 CENT. LAW JOUR., 345 (May 7, 1915) this decision is criticised. But neither of the principles of law there cited is in point. The author deals with the rights of a bona fide purchaser from one having obtained title by fraud in the one case and with the principle of estoppel in the other, neither of which applies here.

HUSBAND AND WIFE.—CONSORTIUM.—Plaintiff's wife had suffered injury by reason of defendant's negligence, and plaintiff claimed damages for the medical expense to which he had been put, and for the loss of his wife's consortium. He introduced evidence to show that his wife could no longer perform the functions of a wife and that her companionability and sociability were less than before the injury. *Held,* that plaintiff could not recover for the loss of "consortium." *Blair* v. *Seitner Dry Goods Co.,* (Mich. 1915), 151 N. W. 724.

Common law consortium includes the husband's right to companionship, conjugal affection, and service of the wife. PECK, DOM. REL. 14; *Marri* v. *Stamford St. R. Co.,* 84 Conn. 9. For loss of this consortium, by reason of the negligent injury of his wife by another, the husband had at common law a right of action for damages. *Lewis* v. *Atlanta,* 77 Ga. 756. Modern statutes, which have so materially affected the status of married women, have not according to the great weight of authority, abridged the husband's right to maintain an action for the loss of consortium. *Logergren* v. *National Coke & Coal Co.,* 117 N. Y. Supp. 92; *Mogeau* v. *Great N. R. Co.,* 103 Minn. 290; *Omaha, Etc., R. Co.* v. *Chollette,* 41 Neb. 578; *Booth* v. *Manchester St. R. Co.,* 73 N. H. 529; *Baltimore, Etc. R. Co.* v. *Glenn,* 66 Oh. St. 395. It has been said that positive and explicit legislation is necessary in order to deprive the husband of his right to sue for loss of consortium. *Mewhirter* v.